report in condemnation proceedings completes the taking, and that mutual rights are thus vested,—*Clough v. Unity*, 18 N. H. 75; *Fischer v Catiwissa R. Co.*, 175 Pa. St. 554.—by far the greater number of authorities hold that the taking is not complete, and the mutual rights are not vested until payment or the security thereof has been given, or until there has been an entrance into possession. *Baltimore v. Musgrave*, 48 Ind. 272; *Carson v. Hartford*, 48 Conn. 68; *Chicago v. Barbian*, 80 Ill. 482. Nor does a judgment assessing the amount of damages to be paid, bind the party seeking the land to take the same and pay the damages assessed. *Gear v. Dubuque & S. C. R. Co.*, 120 Iowa 523.

FIXTURES—LANDLORD AND TENANT.—OGDEN V. GARRISON, 117 N. W. 714 (NEB.).—*Held*, that the execution of a new lease in which the tenant did not expressly reserve fixtures erected by him under a preceding lease, does not deprive him of the right to remove them.

The above decision is not in harmony with the weight of authority holding that, if a tenant enters into a new lease, making no mention of a former lease and with no reservation for removal of fixtures, placed under the former lease, his right to remove is thereby precluded. *Spencer v. Commercial Co.*, 30 Wash. 520; *Williams v. Lane*, 62 Mo. App. 66. And this general rule is applied even when the possession is continuous. *Loughran v. Ross*, 45 N. Y. 792; *Watriss v. National Bank of Cambridge*, 124 Mass. 571. But in accord with the case at hand, some courts have ruled, that if a tenant, having fixtures on the premises, secures a new lease in the nature of an extension of the old lease, and the new lease reserves no right to remove fixtures, the landlord had no right to restrain removal at or before expiration of second lease. *Radey v. McCurdy*, 209 Pa. St. 306. In another instance it was held, that if a tenant accepts a new lease from a subsequent purchaser while in possession which failed to reserve fixtures, his right of removal was not lost. *Daly v. Simonson*, 126 Ia. 717.

HUSBAND AND WIFE—TORTS BY HUSBAND AGAINST WIFE—LIABILITY.—SYKES V. SPEER, ET AL, 112 S. W. 422 (TEX.).—*Held*, that a wife cannot sue her husband for torts committed by him against her person or reputation while the marriage relation exists.

At common law, a wife could not sue her husband for any injury to her person, committed during their coverture. *Freethy v. Freethy*, 42 Barb. 641. Nor would an action against him lie for an injury to her reputation. *Mink v. Mink*, 16 Pa. Co. Ct. 189. And the right to sue is not conferred upon wife under modern statutes. *Longendyke v. Longendyke*, 44 Barb. 367. Public policy forbids that a wife should have a right to sue husband, and therefore, unless expressly granted in direct terms by statute, the common law rule is in force. *Main v. Main*, 46 Ill. App. 106.

NEGLIGENCE—IMPUTED NEGLIGENCE—DRIVER OF VEHICLE.—CAMINEZ V. BROOKLYN Q. C. & S. R. Co., 111 N. Y. SUPP. 384. *Held*, that where plaintiff was riding with the driver of a furniture truck at the time the plaintiff was injured in a collision between the truck and one of the defendant's street cars, plaintiff was not chargeable with the negligence of the driver, but was bound to show that he exercised the care the situation demanded.

Some authorities hold that if the plaintiff is under the direction of a third party whose negligence combines with that of the defendant in causing the injury, he cannot recover, for the negligence of the third party will be imputed to him. *Lightfoot v. Winnebago Traction Co.*, 123 Wis. 479; *Paynee v. C., R. I. & P. R. Co.*, 39 Iowa 523. This doctrine is, however, denied by the weight of authority. *La Bernina*, L. R. 12 P. D. 58; *Randolph v. O'Riordon*, 155 Mass. 331. And it is laid down by the courts that follow this rule, that the plaintiff must have exercised ordinary care under the circumstances of the case to have prevented the injury. *G. H. & S. A. R. Co. v. Kutac*, 72 Tex. 643; *Dean v. Penn. R. Co.*, 129 Pa. 514. But where the plaintiff stands in such a position to third persons that he can direct or control their movements, the negligence of such third persons is to be imputed to him. *Knightstown v. Musgrove*, 116 Ind. 121.

NEGLIGENCE—LICENSEE—USE OF FOOTPATHS.—PHIPPS V. OREGON R. & N. Co., 161 FED. 376 (WASH.).—*Held*, that one who, without objecting, knowingly, and for a long time, permits the public to use his premises, for the purpose of traveling across the same upon a well-established path, cannot, without giving notice, render the same unsafe to the injury of those who have used the highway and have no notice of the changed condition without responding in damages for the resulting injury.

A licensee may be one, who, either alone or in common with the public, has for a long time used a footpath over lands of another with his knowledge and without objection. *Norfolk & W. R. R. Co. v. DeBoard's Admr.*, 91 Va. 700. Many states hold that one is not liable for negligence, not willful, to a licensee using his premises. *Redigan v. Boston & Me. R. R.*, 155 Mass. 44; *Lingenfelter v. Balt. & O. S. R. R.*, 154 Ind. 49. But the weight of authority modifies this rule and holds that there is a duty attached to the owner of premises to use ordinary care to protect licensees from unusual dangers in the same created by his own positive acts. *Rooney v. Woolworth*, 68 Conn. 167; *Payne v. N. Y., N. H. & H. R. R. Co.*, 104 N. Y.. 362. Where licensees use railroad premises for a footpath, the company is not restricted in the ordinary operation of its road. *Sutton v. N. Y. C. & H. R. R. Co.*, 66 N. Y. 243. But where a path has been used daily by numbers of people as licensees, the owner is bound to anticipate their presence with reasonable regard for their safety. *Pomponio v. N. Y., N. H. & H. R. R. Co.*, 66 Conn. 528.

TELEGRAPHS—CIPHER MESSAGES.—WESTERN UNION TELEGRAPH CO. V. MERRITT, 46 So. 1024 (FLA.).—*Held*, where the message is delivered for transmission in cipher and is unintelligible except to the sender and addressee, and no explanation is made to the operator as to its import and importance, the telegraph company is liable for transmitting it incorrectly in nominal damages only, or at most the sum paid for its transmission and delivery.

It is a general rule that damages resulting from the breach of a contract which were not contemplated by defendant, but arise from special circumstances unknown to him, cannot be compensated. Hence, in many jurisdictions, where a message does not show upon its face that it relates to transactions of importance and that pecuniary loss will probably result